



BASIC AGREEMENT

DRMS DISPOSAL REGION - PACIFIC

Sale Number
65-0003

**EXCESS VEHICLES &
MISCELLANEOUS EQUIPMENT**
Located at various locations in Japan

Enlistment Period:
DATES: 1 JULY 2010 TO 29 JUNE 2012

Pre-Payment Required
See Article in this Agreement

Department of Defense
Defense Reutilization and Marketing Office
DRMS Disposal Region - Pacific

**DRMS BASIC AGREEMENT 65-0003
FOR EXCESS VEHICLES & MISCELLANEOUS EQUIPMENT**

Dear Customer:

This Basic Agreement Sale No. 65-0003 will be used to sell U.S. Department of Defense Foreign Excess Personal Property during the period of July 1, 2010 through June 29, 2012.

The purpose of the Basic Agreement method of sale is to significantly reduce the processing time of individual sales transactions from the date of listing the property until ultimate property removal. The Basic Agreement serves essentially as an "umbrella" agreement under which specific property will be offered for sale at future dates. Persons or parties responding to the Basic Agreement and who are determined to be responsible bidders will be afforded the opportunity to bid on the property as "Listings" of material available for sale are issued. The purpose of this document is to provide potential bidders with the Terms and Conditions which will apply to contracts resulting from this Basic Agreement. By submitting and signing the Basic Agreement, the bidder agrees to be bound by those terms and conditions that apply to property available for sale under the Agreement. Each Listing will provide more specific details relative to what material is available, where the material is located, quantities, and what specific terms and conditions apply to the property.

The type of property that will be included in Listings issued under this Basic Agreement will be EXCESS VEHICLES, ROLLING STOCK, MISCELLANEOUS EQUIPMENT, and MISCELLANEOUS SUPPLIES.

To participate in this Basic Agreement you must complete, sign and return: the Agreement on Page No. 18 and the End Use Certificate (EUC) on pages 14 and 15, and provide "**Customer Validation**" (valid and current identification) as described on Page No. 2. **An advance payment of \$1,000.00** (U.S. Currency only) is also required. Further details relative to this requirement may be found at Article B15: Advanced Payment and Payments on Page No. 7.

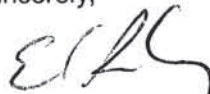
Only those customers who submit completed forms of the Basic Agreement Application and the End Use Certificate (EUC), and provide Customer Validation and the advance payment of \$1,000.00 will be eligible to receive subsequent Listings of rolling stock, miscellaneous equipment, and miscellaneous supplies for sale under this agreement. Anyone is eligible to join in the Basic Agreement during the period of July 1, 2010 through April 30, 2012. However, the application documentation and all other requirements must be submitted at least 14 calendar days prior to receiving a Listing. Listings will be sent by e-mail only to members as provided on your BA Application form. Additionally, in order for a Basic Agreement member to participate in a specific sale and be considered for award of property included in any Listing, the member must submit a completed Bid Form and an End Use Certificate for the "Listing" Item bid on within the timeframe specified in the Listing.

After reviewing this Basic Agreement, if you have any questions or need further information, please contact our office at:

Defense Reutilization and Marketing Office - Sagami
ATTN: Sales Contracting Officer
BLDG No. 104-5, 600 Kamiyabe
Chuo-ku, Sagamihara-shi, Kanagawa-ken
Japan 252-0201

Telephone: 042-755-8729
Fax: 042-758-0683
Email: DRMSSagamiSales@dla.mil

Sincerely,



EDWARD C. RYLEY
Sales Contracting Officer

CUSTOMER VALIDATION: In the interest of positively identifying our buyers for purposes of financial and legal identity, all IFBs must include the GSA clause, Privacy Act Notice. The clause identifies the need for the Social Security Number (SSN) or Taxpayer Identification Number (TPIN) information, and its uses and limitations on its disclosure. Information on non-US buyers is found below.

- Potential purchaser's must provide current and valid proof to identify the bidder's including:
 - Exact Individual or Company Name
 - Company Representative, by name, if appropriate
 - Complete mailing address (a physical mailing address is best)
 - SSN, TPIN (for US buyers)(e.g., driver's license, State ID, passport, SSN / TPIN card, etc.).

- For Non-US buyers:

Documents that identify the individual or company may be in the form that can positively identify the customer, whether by passport, country identification, driver's license or whatever means provides a picture ID with current address.

- For US buyers overseas, the SSN or TPIN card must be received, along with any other document that will provide the proof required, e.g., driver's license, passport, etc.

PROPERTY LOCATION

THE PROPERTY OFFERED UNDER THIS BASIC AGREEMENT MAY BE LOCATED AT EITHER DRMO SAGAMI, OKINAWA, IWAKUNI AND MISAWA. THE SPECIFIC LOCATION WILL BE STATED IN EACH LISTING.

FOR GENERAL INFORMATION, CONTACT DRMO SAGAMI AT THE ABOVE ADDRESS OR BY TELEPHONE/FAX.

THE PROPERTY LISTED HEREIN HAS BEEN DETERMINED TO BE FOREIGN EXCESS PERSONAL PROPERTY AS DEFINED BY THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED.

ITEMS OFFERED UNDER THE TERMS AND CONDITIONS OF THIS BASIC AGREEMENT WILL CONSIST OF **EXCESS VEHICLES AND MISCELLANEOUS EQUIPMENT.**

SECTION I

ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS

(See DRMS pamphlet, *Sale by Reference, March 1994*, for General Instructions 1 thru 17)

18. SUBMISSION OF BASIC AGREEMENT, END USE CERTIFICATE AND ADVANCE PAYMENT. The Basic Agreement and the EUC must be submitted using the forms provided herein, prepared in ink, indelible pencil or typewritten, and signed by the person submitting the Basic Agreement. Envelopes containing the forms must be sealed and identified by the name and address of the bidder and the number of the Basic Agreement. All documents must be submitted to the sales contracting officer (SCO) at the address listed in the single envelope below:

| | | |
|---|---|---------------------------------|
| (Use Same NAME and ADDRESS on Bid Form) | | <div>Postage Required</div> |
| Name: _____ Address: _____ City _____ State _____ Zip _____ | | |
| Basic Agreement Sale Number 65-0003 | Sales Contracting Officer DRMO-Sagami Bldg. No. 104-5, 600 Kamiyabe Chuo-ku, Sagamihara-shi, Kanagawa-ken, Japan 252-0201 | |

**** (ENVELOPE PREPARED AS ABOVE ASSURES PROMPT IDENTIFICATION AND PROCESSING OF BID) ****

When submitting the Basic Agreement Form, the following information must be included and specifically stated in English text:

Name and Title of Bidder
Complete firm name (if corporation)
Complete address and telephone number
Facsimile number and/or email address (required for notification of award – See Article No. 21)

INCLUDE the following statement:

“I agree to be bound by all the terms and conditions of this Basic Agreement”.

Bidder's Signature

19. Subsequent bids on individual material Listings, and accompanying End Use Certificates may be submitted via:

A. Telegraphic Methods (Mailgram/Facsimile)

Facsimile bids are to be sent to Facsimile No. **042-758-0683**.

B. Electronic Submissions via E-mail

- 1) Subject Line needs to include BA Number and Listing Item Number.
- 2) Scanned documents must contain all information required and have a signature and date.
- 3) Authentication of e-mailed submissions is verified by the offeror's return address.
- 4) Only attachment types/extensions of .pdf, .doc, .png, or .bmp will be accepted.
- 5) Offerors shall make every effort to ensure that their submission is virus-free. Submissions identified as containing a virus will be treated as “unreadable”.

E-mail bids are to be sent to: **DRMSSagamiSales@dla.mil**

When submitting a Bid, the following additional information is also required:

Listing Number
Item Number(s) bid on,
Total Bid Price

C. Bids must be stated in, and payments for property awarded must be made in U.S. dollars, except that firms and residents of Japan may submit bids and make payments in Yen. Bids in U.S. dollars must be paid in U.S. dollars. Bids in Yen, must be paid in Yen.

- D. In determining high bids, the official U.S. military conversion rate of the appropriate currency as of the last date and time of each "Listing validity" period will be used.
- E. Telephonic bids will not be accepted under this Basic Agreement.
- F. All bids must be addressed and e-mailed or faxed to:

E-mail bids are to be sent to: **DRMSSagamiSales@dla.mil**

Facsimile bids are to be sent to Facsimile No.
042-758-0683, Attn: DRMO Sagami SCO.

- 20. END USE CERTIFICATE. A completed End-Use Certificate, Page 14 and 15 must accompany the submission of the Basic Agreement and each bid.
- 21. Notification of Award, Statement and Release Document (DRMS FORM 1427) will be sent by facsimile and/or email to the successful bidder.
- 22. CORRESPONDENCE AND COMMUNICATION IN ENGLISH: All correspondence shall be written in English. If buyer submits documents in languages other than English, such documents must be accompanied by an English language translation. Buyers must be able to communicate in English to the SCO regarding Listings, bids, awards, performance, terms and conditions. This communication may be accomplished via a designated interpreter. All costs incurred are the responsibility of the buyer.
- 23. DISPOSAL NOTIFICATION TO ALL PURCHASERS AND SUB-PURCHASERS.
The use, disposition, export and re-export of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 U.S.C. 2751 et seq.); Export Administration Act of 1979 (50 App. U.S.C. 2401 et seq.); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (18 U.S.C. 793 et seq.), which among other things prohibits:
 - a. The making of false statements and concealment of any material information regarding the use of, disposition, export or re-export of the property, and
 - b. Any use or disposition, export or re-export of the property, which is not authorized in accordance with the provisions of this agreement. Before any export or re-export of this property is attempted, contact the Office of Defense Trade Controls, Department of State and the Bureau of Export Administration, Department of Commerce for export licensing requirements.
- 24. TRADE SECURITY CONTROLS.
RESTRICTED AREAS DESIGNATED BY U.S. ASSISTANT SECRETARY OF DEFENSE (ISA). Sales and Resales of the above-described property will not be permitted to those prohibited destinations listed in Article PB: "Denied Areas/Exceptions/Commodity Restrictions", nor approved for export to or through the following countries: Cuba, Iran, North Korea and Sudan.

25. PRE-AWARD/POST-AWARD SURVEY.

As part of the responsibility determination of all potential bidders and/or purchasers under this Basic Agreement, the sales contracting officer or his authorized representative may conduct a pre-award and/or post-award survey to determine whether the potential bidder or purchaser has the necessary permits/licenses, experience, organization and technical qualifications to handle the materials of the nature offered herein and is capable of complying with all applicable local laws, ordinance, and regulations.

SECTION II

CONDITIONS OF SALE

The General Information and Instructions and General and Special Conditions of Sale are hereby incorporated by reference and become a part of this Basic Agreement and any contract resulting from acceptance of bid submitted pursuant to this Basic Agreement as fully as though such Instructions, Terms and Conditions have been specifically set forth herein. The Instructions, Terms and Conditions are contained in the Defense Reutilization and Marketing Service pamphlet entitled "*Sale by Reference – Instructions, Terms and Conditions Applicable to Department of Defense Personal Property offered for sale by Defense Reutilization and Marketing Service dated March 1994*". Copies are available for review at any activity of the Defense Reutilization and Marketing Service.

The specific Instructions, Terms and Conditions applicable to this sale are as follows:

DRMS Pamphlet "Sale by Reference, March 1994"

Part 1: General Information and Instructions (DRMS Form 81, Oct 93). All conditions are complete except: Condition 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser. Conditions 3 5 and 16 do not apply.

Part 2: General Sale Terms and Conditions (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All conditions except Conditions 9 and 30.

Part 3: Sale of Government Property Special Sealed Bid Conditions (Standard Form 114C-1, Jan 70 ed). All conditions except Article A and E.

Part 7: Additional Special Circumstance Conditions – Hazardous and Dangerous Property (DRMS Form 98, Oct 93). As specified in Item Description.

Part 8: Additional Special Circumstance Conditions – Foreign Excess Personal Property (FEPP) (DRMS Form 94, Oct 93). As specified in item description.

IN ADDITION TO THE ABOVE, THE FOLLOWING ARE ALSO INCORPORATED AND MADE A PART OF THIS SALE:

ARTICLE AX: LIMITED GUARANTEED DESCRIPTION.

Notwithstanding the provisions of Part 2, Condition 30, Sale by Reference, prior to the property being removed from Government control, the Government guarantees to the original purchaser of the property that the property offered for sale will be as described in the Listing. If a misdescription is determined to exist prior to removal of the property from Government control, the sole and exclusive remedy will be to cancel the item from the contract and refund the purchase price paid. Subsequent to removal of the property from Government control, the provision of Part 2, Condition 2, Sale by Reference, applies (as-is, where-is) and there will be no further relief available under this article. The foregoing is in place of all other guarantees or warranties, expressed or implied. The Government does not warrant the merchantability of the property or its fitness for any use or purpose. The amount of recovery under this Article is limited to the purchase price of the misdescribed property. The purchaser is not entitled to any payment for loss of profit or any other monetary damages, special, direct, indirect or consequential.

ARTICLE B15: ADVANCE PAYMENT AND PAYMENTS.

An advance payment of \$1,000.00 (U.S. Currency only) is required from each person/corporate entity wishing to participate in the Basic Agreement. Only those persons/corporate entities who have submitted a completed agreement and the advance payment of **\$1,000.00** will be provided the opportunity to bid on materials listed in the Listings. The advance payment will be retained by the Government for the duration of the person's/corporate entity's participation in the Basic Agreement and will be returned upon the written notification to the SCO that the participant no longer wishes to participate in the Basic Agreement, or at the expiration of the Basic Agreement period.

Should the Purchaser default and fail to pay the liquidated/actual damages assessed as a result of Purchaser's default, the amount assessed will be taken from Purchaser's advance payment. The purchaser will thereafter be ineligible to bid and/or purchase other property under this Basic Agreement until such time the Purchaser makes an additional payment to DRMS to bring the advance payment being retained by the Government to \$1,000.00.

Payment of the full purchase price for the property awarded must be received by the Sales Contracting Officer within 72 hours of notification of award.

All payments must be in U.S. currency, except firms and residents of Japan may submit bids and make payments for property awarded, in Yen. Payment in the form of cashier's check, certified check, traveler's check, bank draft, money order, credit card (MasterCard, Visa, Discover, or American Express) or Electronic Fund Transfer [EFT] are acceptable. **No cash payments.**

1. Make checks payable to the U.S. Treasury.
2. When a credit card is used as payment, the credit card number, the name as printed on the credit card, and the credit card's expiration date must be provided. If more than one credit card is used, the bidder must identify the exact monetary amount to be applied against each credit card.

- Bidders who wish to make payment via credit card for property awarded can do so by providing a signed statement stating substantially as follows:

“I (WE) AUTHORIZE THE SALES CONTRACTING OFFICER TO OBTAIN PAYMENT BY CREDIT CARD FOR ANY ITEMS I AM (WE ARE) AWARDED ON THIS SALE.”

- Any necessary adjustments in accordance with the condition of sale entitled “Adjustment or Variation in Quantity or Weight” will be applied to the card as a debit or credit.

3. PROCEDURE FOR ELECTRONIC FUNDS TRANSFER (EFT):

Purchaser will pay for all charges that are incurred. All monies must be in U.S. currency only. Purchaser will need to initiate an EFT payment for the contract through their bank to DFAS-CO EFT account.

Information regarding that account is as follows:

Fedwire (domestic wire transfer)

1. Bank Name, Location, and Routing Number.

Bank Name: TREAS NYC

Location: New York, NY

Routing Number: 021030004

2. Amount of funds to be transferred.

3. Beneficiary Name: 6551

DFAS/ _____

4. Third Party Information - Vendor's Name, Commodity, and bill number.

Purchaser must use a bank that offers Fedwire funds transfer capability.

Information regarding Fedwire, including listings of Fedwire funds transfer participants, may be found at <http://www.frb services.org>

International Wire Info:

Bank Name: Citibank

Bank Address: 388 Greenwich Street
New York, NY. 10013

Swift Code: CITIUS33XXX

Account #: 36838868

ABA #: 021000089

Account Name: Citibank Europe plc

All international wire payments must include the following reference for payments to post to our account:

"CL329930001FRB-ITSALC00006551DOD Columbus".

Purchaser's bank MUST include in the addendum field of the EFT the following information:

DRMS Contract Number: (Specified on DRMS Form 1427, Notice of Award)
Type of Payment: Contract Payment
Type of Sale: Basic Agreement

A Copy of the Purchaser's bank receipt must be sent by facsimile to DRMO
Sagami Attention:

Cashier at Fax: **042-758-0683**.

For more information on this process: Phone: 042-755-8729.

ARTICLE B44: GOVERNMENT'S RIGHT TO MAKE CONTINGENT AWARDS.

In the event that more than one bid is received on any Listing under this Basic Agreement, the Government, at the discretion of the Sales Contracting Officer, if in the best interest of the Government, may award the item to one or more bidders, provided the bid prices are reasonable for the property listed. This provision will go into effect when the high bidder refuses to accept any or all of the property contained in an item awarded, fails to pay for and/or remove the property within the timeframe specified in the Listing, or otherwise fails to perform. The primary award will be made to the highest bidder; secondary awards would be made on a contingency basis to the next highest bidder.

ARTICLE LD: HAZARDOUS PROPERTY DISCLAIMER.

The Government cautions that the subject item, material, or substance, or one or more components, parts, constituents or ingredients thereof may be corrosive, ignitable, reactive, or exhibit other hazardous or toxic properties. The Government assumes no liability for any damage to the property of the Purchaser, to the property of any other person, or to public property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees, or any other person subject to Purchaser's control, or to any other person including members of the general public, or for any consequential damages arising from or incident to the purchase, use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to hold harmless and indemnify the Government for any and all costs and expenses incurred incident to any claim, suit, demand, judgment, action, debt, liability, costs and attorney's fees or any other request for monies or any other type of relief arising from or incident to the purchase, use, processing, disposition, subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

ARTICLE PA: MAILGRAMS, TELEGRAPHIC, FACSIMILE, AND E-MAIL (SCANNED DOCUMENTATION WITH SIGNATURE AND DATE) BIDS.

Only attachment types/extensions of .pdf, .doc, .png, or .bmp will be accepted.
E-mail bids/correspondence ending with ".mil" will not be accepted.

E-mail bids are to be sent to: **DRMSSagamiSales@dla.mil**

Notwithstanding the provisions of Condition No. 3 of Part 2, General Sales Terms and Conditions of the DRMS pamphlet "Sale by Reference", March 1994, telegraphic, facsimile bids, bids submitted by mailgrams or E-Mail (Scanned Documentation with Signature and Date) -- attachment types/extensions of .pdf, .doc, .png, or .bmp ONLY -- are acceptable under this Basic Agreement. By submitting a telegraphic, facsimile, mailgram or E-Mail (Scanned Documentation with Signature and Date) -- attachment types/extensions of .pdf, .doc, .png, or .bmp ONLY --, the bidder agrees to be bound by all terms, conditions and provisions of this Basic Agreement. Bidders are cautioned that all such bids must be in the possession of the Sales Contracting Officer at the time set for bid opening, and payment must be made in accordance with the provisions of Article B15, entitled "Advance Payment and Payments", appearing elsewhere in this Basic Agreement.

ARTICLE PB: DENIED AREAS/ EXCEPTIONS/COMMODITY RESTRICTIONS.

- a. The Bidder understands and agrees that the ultimate destination of the property shall not be to Afghanistan, Albania, Angola (UNITA), Bulgaria, Burma, Cambodia, People's Republic of China, Cuba, Estonia, Ethiopia, Haiti, Iran Laos, Latvia, Liberia, Libya, Lithuania, Madagascar, Mongolia, Mozambique, Nigeria, North Korea, Peru, Romania, Rwanda, Somalia, Sudan, Syria, Vietnam and all former states of Yugoslavia (Croatia, Slovenia, Bosnia-Herzegovina, Montenegro, Serbia, and other republics), South Africa, and all states of the former Soviet Union, or any other prohibited destinations that may be specified in this contract.
- b. EXCEPTIONS: Notwithstanding anything herein to the contrary, certain property (DEMIL "A", non-MLI/CCLI items and ferrous and non-ferrous, true scrap (property which was not downgraded to a scrap condition) may be exported to any country and territory except: Cuba, Iran, Iraq, Libya, North Korea, Unita (Angola), and the following areas of the former Republic of Yugoslavia, Kosovo, and the Bosnian Serb-Controlled area of the Republic of Bosnia-Herzegovina.
- c. COMMODITY RESTRICTIONS: The Bidder understands and agrees that, although not on the Denied Areas List, the sale of Munitions List and Commerce Control List Items (MLI/CCLI) designated as CAT II items, and any property requiring demilitarization or mutilation under U.S. supervision shall not be sold for ultimate destinations to Chile, Poland, Hungary, the Czech and Slovak Federal Republics, and South Yemen.
- d. If awarded this property, Bidder is solely responsible to obtain appropriate import and export approvals and clearances from the United States and any other importing and exporting countries.

ARTICLE PD: CONDITION OF PROPERTY.

All property is offered for sale "as is" and "where is". The Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. No request for adjustment in price or for rescission of the sale will be considered except as provided for in Article AX: Limited Guaranteed Description.

ARTICLE PE: DEFAULT/FAILURE TO PERFORM.

If, after award, the Purchaser breaches the contract by failing to make payment within the time allowed by the contract as required by Condition No. 6 of Part 2, General Sales Terms and Conditions (Standard Form 114C), or by failing to remove the property as required by Condition No. 8 of Part 2, General Sales Terms and Conditions, the Purchaser will be considered in default and, without further notice lose all right, title, and interest in the property unless an extension is authorized by the Sales Contracting Officer prior to the default date. It is not anticipated that such extension will exceed 3 working days. The granting of such extension is solely within the discretion of the Sales Contracting Officer. The Purchaser agrees that in the event he defaults, the Government may terminate the contract and retain (and/or collect) as liquidated damages a sum equal to greater of 20 percent of the contract price or \$25.00. If the Purchaser otherwise fails in the performance of his obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract. If the purchaser effects partial removal of any item awarded and fails to remove the remainder of the item within the specified time for removal, the purchaser shall be considered to be in default, and no portion of the purchase price will be refunded.

ARTICLE PF: TRANSFER TO INACTIVE BASIC AGREEMENT (BA) MEMBERSHIP STATUS.

The parties agree that if a BA member is terminated for default on two or more Listings, that SCO shall consider the firm to be no longer a responsible BA member. The firm will be transferred to an inactive status and will not receive future Listings issued under the BA.

Such firm may request reinstatement to an active status. SCO approval may be contingent upon the inactive BA member submitting either a performance bond or an irrevocable letter of credit in the amount of \$5,000.00 to provide the Government with further assurance of satisfactory performance on future Listings. The performance bond/letter of credit will be forfeited in the amount of the purchase price in the event of a subsequent Listing default termination.

ARTICLE PG: ITEM DESCRIPTION.

The item description portion of this Basic Agreement provides only a general description of the property to be offered for sale. Specific item descriptions and locations will be provided in the individual Listings only to those potential bidders who are participants in this Basic Agreement.

ARTICLE PH: HOLD HARMLESS.

The Purchaser shall hold and save the Government and its personnel free and harmless from liability of any nature or kind occasioned by operations of the purchaser during the course of its performance of the contract.

ARTICLE PJ: LISTINGS.

Specific items or groups of items will be offered to Basic Agreement participants as property becomes available over the term of this Basic Agreement. Specific Listings will be issued to participants and will include the following:

1. PERIOD OF LISTING VALIDITY: Beginning and ending dates during which property on each Listing will be available for bid.
2. SPECIFIC LOCATION:
3. SPECIFIC ITEM DESCRIPTIONS: It will state either Excess Vehicles, Rolling Stock, Miscellaneous Equipment or Miscellaneous Supplies.
4. APPLICABLE ARTICLES AND TERMS AND CONDITIONS:
5. POINT OF CONTACT: The activity and person to contact for information about the specific item.
6. REMOVAL INFORMATION: Removal period, loading hours (MON – FRI), instructions for property site and loading notes.
7. ADDITIONAL INFORMATION: As necessary to advise potential bidders.

ARTICLE PK: RETURN OF UNAUTHORIZED PROPERTY

Any classified material, MLI, CCLI, demilitarization required or hazardous property, not covered by this contract, found while in possession of the contractor or any subcontractor(s) in or among the property must be immediately returned to Government control as directed by the SCO at Government expense. The contractor shall be credited for such transportation expense and the contractor's purchase price of any item on a delivery order submitted by the Government in the ordinary course of administering this contract within a reasonable time after the return of such property.

SECTION III

LOADING TABLE

LOADING NOTES:

LOADING LEGEND:

- I – Government will load.
 - (a) Rail. (b) Truck or Trailer.
- II – Government will load – Open top conveyance only.
 - (a) Rail. (b) Truck or Trailer.
- III – Purchaser must load (no government assistance.)
 - (a) Rail facilities available adjacent to property.
 - (b) Rail facilities available on the installation but remote from property.
 - (c) No rail facilities available.
- IV – Other

| Item No. | Location | Loading Legend |
|----------|--------------|---|
| 1 ~ | DRMO Sagami | Loading legend will be assigned in each Listing. “ “ “ |
| 1000 ~ | DRMO Okinawa | |
| 2000 ~ | DRMO Iwakuni | |
| 3000 ~ | DRMO Misawa | |

Loading Hours:

Sagami: 08:30 ~ 12:00 – 13:00 ~ 15:30 (Closed U.S. Holidays)
Okinawa: 12:30 ~ 15:30 (Closed U.S. Holidays)
Iwakuni: 08:30 ~ 12:00 – 13:00 ~ 15:30 (Closed U.S. Holidays)
Misawa: 08:00 ~ 11:30 – 13:00 ~ 15:30 (Closed U.S. Holidays)

DRMS Web sites for

DRMS Home Page: <http://www.drms.dla.mil/>
Sale by Reference, March 1994: <http://www.drms.dla.mil/special/sbr.pdf>
Bid Results: <http://www.drms.dla.mil/drmo/lsb/>
(Bid results are available for two weeks after award.)

| | | | | | | | | | |
|--|--|----------------|----------------|--|--|--------------|--|-----------------|--|
| END-USE CERTIFICATE <small>(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)</small> RETURN WITH BID | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">INVITATION NO.</td> <td style="text-align: center; font-size: 1.2em;">65-0003</td> </tr> <tr> <td colspan="2" style="text-align: center;"><small>NAME & ADDRESS OF BIDDER AS SHOWN IN BID & AWARD PAGE</small></td> </tr> <tr> <td colspan="2">NAME:</td> </tr> <tr> <td colspan="2">ADDRESS:</td> </tr> </table> | INVITATION NO. | 65-0003 | <small>NAME & ADDRESS OF BIDDER AS SHOWN IN BID & AWARD PAGE</small> | | NAME: | | ADDRESS: | |
| INVITATION NO. | 65-0003 | | | | | | | | |
| <small>NAME & ADDRESS OF BIDDER AS SHOWN IN BID & AWARD PAGE</small> | | | | | | | | | |
| NAME: | | | | | | | | | |
| ADDRESS: | | | | | | | | | |

1. INSTRUCTION. This form must be submitted to the Sales Contracting Officer of the United States prior to the acceptance by the United States of America of the bid submitted by the above named bidder pursuant to the above-numbered invitation.

2. COMMODITIES. This statement applies to the commodities on which we have submitted our bid pursuant to the above-numbered invitation.

3. NATURE OF BUSINESS. (Use separate sheet if needed)

a. We are a: _____
(Sole proprietorship, partnership, corporation, other)

b. Our address is: (Box address of itself is not acceptable) _____

c. The name and addresses of our branch offices are: _____

d. The name and addresses of our partners or corporate officers and directors are: _____

e. If a bidder is acting as an agent, the names and addresses of all principals are: _____

f. The nature of our (and our principal's) business is: _____

4. DISPOSITION OF COMMODITIES: Check and complete appropriate entry or entries. *(Entry c or d must be checked)*

a. ☐ The commodities, if sold to us, will not be sold or otherwise disposed of by us for use outside of: _____
(Name of country or countries)

b. ☐ May be re-exported in the form received to the following country or countries: _____
(Name of country or countries)

c. ☐ If sold by us, our buyer(s) may be: _____
(Name and addresses)

d. ☐ Our customers are unknown at the present time. Written approval for the resale of any property covered by this contract will be required from the Defense Reutilization and Marketing Sales Contracting Officer prior to sale when indicated on DRMS Form 1427, Notice of Award, Statement and Release Document, unless they are named in paragraph 4c above.

5. SPECIFIC END-USE. (Check and complete appropriate entry or entries.)

a. We will use the commodities referred to in paragraph 2 for:

(1) ☐ Resale in the form received.

(2) ☐ Production or manufactures of: _____
(Name of final product)

in _____
(Name of country or countries)

and distribution in _____
(Name of country or countries)

b. Our customers will use the commodities for:

(1) ☐ Resale in the form received from us.

(2) ☐ Production or manufactures of:

(Name of final product)

in

(Name of country or countries)

and distribution in

(Name of country or countries)

c. Other end-use by us or by our customers:

6. ADDITIONAL INFORMATION. (State any other material facts relating to the disposition and use of the commodities which may be of value in considering the bid).

7. UNDERSTANDING AND NOTIFICATIONS.

a. We understand that the property on which we are bidding originated in the United State unless otherwise specifically indicated in the sales offering.

b. We acknowledge receipt of notification at use and disposition, export of such property by us or any other person will be subject to applicable United States laws and regulations, which, among other things, prohibit:

(1) The making of any false statements and the concealment of any material information regarding the use or disposition, export and re-export, of this property, or any other subject matter of this statement, and

(2) Any use or disposition, export or re-export of the property not authorized in accordance with the provisions of any contract resulting from acceptance of our bid.

c. We further acknowledge receipt of notification that special United States restrictions bar unauthorized exports and re-exports of United States origin commodities directly or indirectly to any of the areas identified in the condition of sale entitled DENIED AREAS, contained elsewhere in this invitation.

d. Sanctions may be imposed against any person who contravenes any law relating to the United States export control. Such sanctions will be in conformity with U.S. laws and regulations (including 50 U.S.C.) Appl, Sections 2401-2413, 15 Code of Federal Regulations, Chapter III, Sub-chapter B, esp. Section 370.7; Armed Services Procurement Regulations; and DoD Instruction 2030.6) and may include the denial of United States export privileges and of any participation in further United States Government contracts.

e. Comparable sanctions to the extent applicable may be imposed for any wrongful or unauthorized act even when the property is not of U.S. origin.

f. The information provided by us in this statement will be considered a part of our bid under the above-numbered invitation, and a part of the contract of sale if and when our bid is accepted by the United States of America.

8. CERTIFICATION.

When certify that all of the information we have given in this statement is true and correct to our knowledge and belief and that we do not know of and have not omitted any additional information which is inconsistent with this statement. We understand that this statement will be referred to and be a part of the contract of sale between us and the United States of America. If stipulated on DRMS Form 1427, Notice of Award, Statement and Release Document, we agree to submit an written request for amendment to this statement to the Defense Reutilization and Marketing Sales Contracting Officer prior to effecting and change of fact or intention form that stated herein or in any prior amendment, whether occurring before or after the release of the commodities to us, and not to effect such changes without first receiving the written approval of the Defense Reutilization and Marketing Sales Contracting Officer.

SIGN IN INK:

(Signature of official bidder)

(Date of signing)

(Print or type name of signer)

**SALE OF GOVERNMENT PROPERTY
GENERAL SALE TERMS AND CONDITIONS**

INVITATION FOR BIDS NO.

65-0003

PAGE

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PRVACY ACT NOTICE

In accordance with the Privacy Act (5 U.S.C. 552a), the following notice is provided: The information requested on this form is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub. L. 104-134) for purposes of collecting and reporting on any delinquent amounts arising under or relating to any contract awarded to you as a result of this sale. The information collected is mandatory. Failure to provide the information prior to contract award will result in rejection of your bid or offer. Routine uses which may be made of the collected information are as follows:

1. Disclosure where pertinent in any legal proceeding to which GSA is a party before a court or administrative body.
2. Disclosure to the Department of Justice, U.S. Attorney, or the Department of Treasury in a proceeding when (a) the United States, GSA, a component of GSA, or when arising from his/her employment, an employee of GSA, is party to litigation or anticipated litigation or has an interest in such litigation, and (b) GSA determines that the disclosure is relevant or necessary in the litigation.
3. Disclosure to a Member of Congress or a congressional staff member in response to an inquiry from that congressional office made on behalf of and at the request of the individual about whom the record is maintained.
4. Disclosure to any Federal agency where the debtor is employed or receiving some sort of remuneration for the purpose of enabling that agency to collect a debt owed the Federal government on GSA's behalf.
5. In the event a record indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute or by regulation, rule or order issued pursuant thereto, disclosure to the appropriate Federal agency and/or state or local agencies charged with the responsibility of investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation or order.
6. Disclosure to a Federal agency in response to a request in connection with hiring or retention, the letting of a contract, or the issuing a license, grant, or other benefit.

7. Disclosure to a debt collection contractor or to other Federal agencies for the purpose of collecting and reporting on delinquent debt.

8. Disclosure for purposes of debt collection, publication or public dissemination regarding the identity of delinquent non-tax debtors and the existence of non-tax debts.

9. Disclosure to credit reporting agencies/credit bureaus for the purpose of adding to a credit history file or obtaining a credit history file or comparable credit history information for use in the administration of debt collection.

10. Disclosure to the Internal Revenue Service to: (1) obtain mailing addresses to locate a taxpayer to collect a Federal claim against the taxpayer; or (2) offset a Federal claim against a taxpayer's income tax refund.

11. Disclosure to the Internal Revenue Service and applicable state and local governments for tax reporting purposes.

12. Disclosure to banks enrolled in the Treasury Credit Card Network to collect payment or debt when the individual has given his/her credit card number for this purpose.

13. Disclosure to Treasury or other Federal agencies with which GSA has entered an agreement for debt collection cross servicing operations to satisfy, in whole or in part, debts owed the U.S. Government.

14. Disclosure to Treasury, government corporations, state or local agencies, or other Federal agencies to conduct computer matching programs to identify and locate individuals who are receiving Federal salaries or benefit payments in order to collect the debts by voluntary repayment or administrative or salary offset.

15. Disclosure to the National Archives and Records Administration for records management inspections.

16. Disclosure for any other use specified by GSA in the system of records entitled "Credit Data on Individual Debtors, PPFM-7," as published in the Federal Register periodically by GSA.

NOTICE TO PURCHASER OF FOREIGN EXCESS
PERSONAL PROPERTY LOCATED IN JAPAN

EXPORTATION

- 1.** Bidders (other than residents of Japan) are advised that payment must be made in other than Yen and that the property purchased must be exported from Japan. Recommend advance arrangement/planning for removal. Listings of Forwarding agents are available from DRMO Sagami, Distribution Branch.
- 2.** Purchaser must obtain customs clearance prior to removing material from U. S. or Japan Government installations. No duties are assessed by Japan Customs Office. Customs Offices are too numerous to be listed herein and Customs Offices having jurisdiction for items awarded will be identified when award is mailed.
- 3.** Communications/applications to Customs Offices must quote invitation for Bid (IFB) and items numbers, example 65-8005 item 1, Contract numbers should not be included. Customs Office Clearances are identified as follows:
 - a.** C3000 grants permission to store the material at the installation on a temporary basis.
 - b.** C4000 grants permission for removal from installation, storage at bonded area, and identifies material as designated for export from Japan.
 - c.** C5010 grants permission for loading on a ship.
- 4.** In certain cases, Customs Offices will require export licenses issued by Ministry of Economy, Trade and Industry prior to issuing clearance for export. This does not preclude removal from installation for storage in a bonded area on a temporary basis.
- 5.** Normally, only items such as aircraft, aircraft components, ships and similar type items require export licenses. Also, these items require special clearances from U.S. and Japanese agencies relative to operation in and from Japan.

IN ORDER TO PARTICIPATE AND/OR BID ON PROPERTY OFFERED UNDER THIS BASIC AGREEMENT, THIS PAGE MUST BE SIGNED AND RETURNED TO DRMO SAGAMI.

SALE OF GOVERNMENT PROPERTY
BASIC AGREEMENT (BA) SALE NO. 65-0003

Bids for purchasing any or all items, listed in specific Listings will be received at the place designated above during the validity period of each Listing. The undersigned agrees by signing and returning this signature sheet that any bid made as a result of a Listing and any contract resulting from acceptance by the Government of said bid, will be subject to the Instructions, Terms and Conditions of Sale as specified in this Basic Agreement or as formally modified thereafter.

BASIC AGREEMENT APPLICATION FORM

Name (First and Last): _____

Company Name: (If corporation): _____

Address: _____

_____ Country: _____ Zip: _____

Telephone Number: _____ Cellular Phone Number: _____

Facsimile Number: _____

E-mail address: _____ (Listings will be sent to this address.)

SSN, Passport or Driver's license Number: _____

"I agree to be bound by all the terms and conditions of this Basic Agreement".

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BASIC AGREEMENT AND BIDS
ON FUTURE LISTINGS:

Signature

Date

Name (Type or print)

Title

Credit Card Information

Please Note

Effective immediately, if you use a credit card for payment and, at the time of processing, it is declined by the bank, you will be advised, in writing, that your credit card will no longer be accepted for a period of one (1) year. Fraudulent use of credit cards will result in your being recommended for debarment from the DRMS sales program.

CREDIT CARD PAYMENTS MUST BE IN U.S. DOLLAR.

After awards are complete, if a credit card is to be used as a payment, complete the following information and return by facsimile to 042-758-0683.

(Please type or legibly print information)

First Name: _____ Last Name: _____

Company Name: _____

Card Holder Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ - _____

Phone Number: _____

Master Card ☐ Visa ☐ Discover ☐ American Express ☐

Credit Card Number: _____ - _____ - _____ - _____

Expiration Date: Month: _____ Year: _____

I (we) authorize the sales contracting officer to obtain payment by credit card for:

Contract Number: _____ Item Number(s): _____

Amount Authorized for payment: \$ _____

(Authorized Signature)

(Date Signed)

- * 今回お送りした65 - 0003 (BAセール)は車両・重機類などのセールとなります。
これら以外の品目は含まれませんのでご注意ください。
- * 参加期間は2010年7月1日から2012年4月30日までとなります。
- * 入札品がある地域はDRMO相模、DRMO沖縄、DRMO三沢、DRMO岩国の
4ヶ所がメインとなります。
- * 引取り期限、下見期間の有無等は各DRMOにより異なりますのでご注意ください。
- * 商品リストの名称が『OFFER』から『LISTING』へ変更されました。
- * 今契約から経費削減のためLISTINGの郵送を廃止し、Eメールのみでの送付となります。

FAQ

- Q. BA (Basic Agreement)とはどのようなものですか？
- A. 会員制の入札方式によるセールです。会員(以下BAメンバー)の方だけに入札資格が与えられます。
会社であっても、申請書にサインをした方のみがメンバーの資格を得ることができます。
- Q. BAは年間契約セール(TERM SALE)とは違うのでしょうか？
- A. はい、違います。BAによる入札は毎回お送りする入札リスト(以下LISTING)ごとに
入札していただくワンタイム(一回ごと)による契約となります。
- Q. BAメンバーになるにはどうすればよいのですか？
- A. 所定の用紙への記入、パスポートもしくは運転免許証のコピーの提出と
保証金1,000ドルが必要となります。
- Q. BAメンバーになった後、入札する場合はどのようにすればいいのですか？
- A. 不定期にLISTINGをBAメンバーにE-mailでお送りします。
各LISTINGには入札期限が設けられておりますので、それぞれの期限内に
E-mailまたはFAXで入札書類とEUC(最終用途証明書)をご記入の上、
DRMO相模まで返送下さい。
- Q. 入札品はどのくらいの頻度で売り出されますか？
- A. ローカルワンタイムセールと違い、基本的には不定期となります。
BAメンバーの方にはその都度、LISTINGをお送り致します。
- Q. BAメンバーにはいつでもなれますか？
- A. はい。参加期間内であればいつでもなれます。
ただし、各LISTING(入札リスト)がBAメンバーに配布される14日前までに
申請していなければLISTINGはお手元には届きませんのでご注意ください。
- Q. 落札した後に、落札者の都合によるキャンセルはできますか？
- A. はい、できます。ただし落札価格の20%をキャンセル料としてお支払いいただきます。
詳細はカタログをお読みください。また、2回以上キャンセルをされますとBAメンバーから
脱会していただく場合もございますのでご注意ください。
- Q. 落札品を一部引取りした後に、残りの品をキャンセルすることはできますか？
- A. はい、できます。ただしお支払済みの落札料金をお返すことはできません。
また、落札価格の20%をキャンセル料としてお支払いいただきます。
- Q. 入札は円でできますか？
- A. はい、できます。支払いは円建ての自己宛小切手(US Treasury宛)のみとなります。
ドル入札の場合のみクレジットカード、海外電子送金を利用する事が出来ます。

DRMS BASIC AGREEMENT (DRMS 基本合意) 以下 BA と呼ぶ
Listing (米軍余剰物品提供リスト)
Terms and Conditions (契約条件・条件と制約)
End-Use Certificate (最終用途証明書)

お客様へ

この BA セール番号 65-0003 は米国防省の余剰物資を売却するためのものです。
BA は、DRMO における物品の提供からお客様への引渡しに至るまでの入札業務時間を大幅に短縮することを 目的とします。

BA は今後提供される余剰物品入札で、同じ番号 (65 - 0003) の下に、記載された品物を決められた期間、不特定に LISTING (物品リスト) をお送りすることになります。

個人もしくは関係者の信頼性の確認後、LISTING (物品リスト) が **E-mail** (郵送は今契約から廃止) にて不定期にメンバーに配布されます。この書類の目的は、BA 期間中に販売可能な物品の詳細を入札希望者に提供し、各々に適用される“契約条件”を概説することにあります。

BA にサインし、提出することによってメンバーとなり、提供された物品に適用される条件の制約に同意したものとみなされます。それぞれの LISTING には物品保管場所、数量、そしてその物品に適用する契約条件などの詳細が提供されます。

この BA の品物は**車両・重機類**などになります。

この BA メンバー参加ご希望の方は 14、15、18 ページにある最終用途証明書 (EUC) と同意書 (BA フォーム) にご記入の上、ご返送下さい。また、ご本人様確認としてパスポートもしくは運転免許証のコピーの提出および保証金として 1,000 ドルの支払いが必要となります。(この詳細は 7 ページ ARTICLE B15 をご参照ください。)

上記の書類を提出し、保証金を支払われたお客様のみが LISTING を受け取ることができます。BA メンバー入会参加期間は 2010 年 7 月 1 日 から 2012 年 4 月 30 日 になります。ただし、LISTING を受け取る 14 日前までに BA 参加申し込みをしていただく必要があります。

BA メンバーとなり入札に参加し、また落札するためには LISTING 内にある Bid Form (入札フォーム) と EUC (最終用途証明書) に記入し、その LISTING に記載してある入札期限内に提出しなければなりません。

この BA をよく検討した上、ご質問、またさらに詳しい BA メンバーに関する情報を知りたい場合はお問い合わせください。(問合せ先は BA の中に記載してあります)

注意: BA に関するリクエスト及び応対は**英語のみ**とさせていただきます。
キャンセルした場合のペナルティー等、明記れていますので、BA に記載してある項目を確認した上で申請して下さい。

< Basic Agreement メンバー登録 チェックリスト >

- ☐ Basic Agreement Application Form に記入漏れはないですか？
- ☐ End-Use Certificate (EUC) に記入漏れはないですか？
品物を使用・転売する予定先の国は禁止されてませんか？
- ☐ パスポートもしくは運転免許証のコピーは添付されていますか？
これらのコピーははっきり見えますか？
- ☐ 前金 \$ 1,000.00 の支払いは方法は確認できていますか？
 - ・クレジットカード払いの場合、Credit Card Information に必要事項
全て記入していますか？
 - ・小切手の場合、銀行発行のドル建ての小切手ですか？
 - ・振込みの場合、正しい振込先に必要伝達事項を添えて振り込まれ
ていますか？お客様控えのコピーを添付していますか？

全ての書類が揃ってからメンバー登録となりますので、
送る前に必ずご確認ください。